

EXHIBIT 17

RUSSELL SIMMONS

April 26, 2018

Keyway Pride Limited LLC
61 Deans Lane
Monmouth Junction, NJ 08852
Attn: Kimora Lee Simmons-Leissner

Dear Kimora:

The purpose of this letter is to set forth our mutual agreement that Keyway Pride Limited LLC, a company controlled by you ("Buyer"), shall purchase, and the undersigned, Russell Simmons ("Seller"), shall sell to Buyer, all of Seller's equity interests in Nu Horizons Investment Group, LLC ("Nu Horizons") and all of Seller's Class A Common Units in Rush Digital Media, LLC ("Rush" and, collectively with the Nu Horizons equity interests, the "Acquired Interests") which include all of Nu Horizons' and Rush's debt and equity interests in All Def Digital, Inc. ("ADD"). Set forth below is an outline of the significant terms of, and condition to, the transaction (the "Transaction").

1. Equity Purchase. Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Acquired Interests, free and clear of all liens, encumbrances and claims of any nature whatsoever ("Encumbrances").

2. Purchase Price. The purchase price for the Acquired Interests shall be U.S.\$14,250,000 (the "Purchase Price"). The Purchase Price shall be paid as and when set forth in the definitive equity purchase agreement between the parties (the "Definitive Agreement")

3. Condition to Closing. Consummation of the Transaction shall be conditioned upon the negotiation, execution and delivery of the Definitive Agreement in mutually satisfactory final form and payment of the Purchase Price in accordance with the terms thereof within ninety (90) days of the date hereof after which either party may terminate negotiations.

4. The Definitive Agreement. As soon as reasonably practicable after execution of this letter agreement, Seller and Buyer will negotiate in good faith, execute and deliver, the Definitive Agreement and the other agreements contemplated thereby. The Definitive Agreement will contain representations, warranties and agreements of Seller as are customary and appropriate for a transaction of this type and size with respect to the Acquired Interests and the underlying businesses, including, without limitation, as to (i) the absence, to Seller's knowledge, of

undisclosed and/or contingent liabilities; and (ii) conveyance to Buyer of good and marketable title to the Acquired Interests, free and clear of all Encumbrances.

The Definitive Agreement shall be consistent with this letter agreement and otherwise shall be on terms and conditions satisfactory to Seller and Buyer

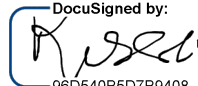
5. Due Diligence and Access. Seller shall provide to the Buyer's representatives and agents, including attorneys and accountants, unrestricted access to all information, books, records and documentation relating to the Acquired Interests reasonably requested by any of them.

6. Non-Assignability; Prior Agreements. No party hereto may assign any of its rights, or delegate any of its duties, hereunder without the prior written consent of the other party hereto. The Buyer agrees, and shall cause any subsequent purchaser of the Acquired Interests to agree, to comply with, and be subject to, all minority member rights in Nu Horizons and all shareholder, employee, corporate, commercial and fiduciary obligations of ADD. This letter agreement shall be governed by New York law and represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral.

[Remainder of page intentionally left blank; Signature Page follows]

Please indicate your acceptance and approval of this letter agreement by signing where indicated below, and returning a fully executed original to the undersigned.

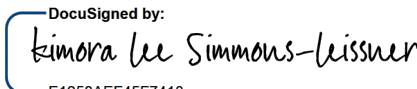
Very truly yours,

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RUSSELL SIMMONS

**ACCEPTED AND AGREED TO
AS OF THE DATE FIRST ABOVE WRITTEN:**

KEYWAY PRIDE LIMITED LLC

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By: E1258AEF45F7410...
KIMORA LEE SIMMONS-LEISSNER